

City → Union  
6-25-13

**2013 CAMP NEGOTIATIONS  
CITY PACKAGE PROPOSAL B\***

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**TERM**

One Year Term

**WAGES**

2% general wage increase

**MANAGEMENT RIGHTS**

As Proposed on June 25, 2013 (City Proposal #10)

**EXECUTIVE LEAVE**

See Attached (City Counterproposal to Union Proposal #7)

**SICK LEAVE PAYOUT**

See Attached (City Proposal #6)

**VACATION**

As Proposed on May 30, 2013 (City Counterproposal to Union Proposal #7)

**LAYOFF**

As Proposed on May 30, 2013 (City Counterproposal to Union Proposal #8)

**WORKING IN A HIGHER CLASSIFICATION**

As Proposed on May 22, 2013 (City Counterproposal to Union Proposal #9)

**PERSONAL PROTECTIVE EQUIPMENT**

As Proposed on April 19, 2013 (City Counterproposal to Union Proposal #15)

**TENTATIVE AGREEMENTS**

- Preamble/Purpose - Tentative Agreement Reached on April 19, 2013
- Period of Memorandum of Agreement - Tentative Agreement Reached on April 19, 2013
- Recognition - Tentative Agreement Reached on April 19, 2013
- Temporary Modified Duty - Tentative Agreement Reached on April 19, 2013
- Safety - Tentative Agreement Reached on April 19, 2013
- Probationary Periods - Tentative Agreement Reached on April 19, 2013
- Annual Performance Appraisal - Tentative Agreement Reached on April 19, 2013
- Union/City Committee - Tentative Agreement Reached on April 19, 2013
- Bereavement Leave - Tentative Agreement Reached on May 17, 2013
- Jury Duty - Tentative Agreement Reached on May 17, 2013
- Witness Leave - Tentative Agreement Reached on May 17, 2013

## **2013 CAMP NEGOTIATIONS CITY PACKAGE PROPOSAL B\***

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- Life Insurance - Tentative Agreement Reached on May 17, 2013
- Employee Assistance Program - Tentative Agreement Reached on May 17, 2013
- Training - Tentative Agreement Reached on May 17, 2013
- Professional Memberships - Tentative Agreement Reached on May 17, 2013
- Management Performance Program - Tentative Agreement Reached on May 17, 2013
- Bilingual Pay - Tentative Agreement Reached on May 22, 2013
- Mileage Reimbursement - Tentative Agreement Reached on May 22, 2013
- Sick Leave - Tentative Agreement Reached on May 30, 2013
- Leaves of Absence - Tentative Agreement Reached on May 30, 2013
- Holidays – Tentative Agreement Reached on June 25, 2013
- Contracting Out – Tentative Agreement Reached on June 25, 2013

### **SIDE LETTER AGREEMENTS**

Sustainable Transportation Incentive – Side Letter Agreement Reached on June 25, 2013

### **REOPENERS**

- Notwithstanding any other provision of this Agreement, the parties agree to continue to meet and confer over retiree healthcare benefits and funding upon request of either party, but no earlier than January 1, 2014. This may include but is not limited to alternatives to reduce the unfunded liability and options for current employees that comply with IRS regulations.

Negotiations between the City and CAMP shall commence within 14 days upon notice of either party, but no earlier than January 1, 2014. The City and AMSP shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over retirement benefits upon request of either party in the event that the pension modification ballot measure, also known as Measure B, in part or in whole, is declared invalid or otherwise modified or changed by any court of competent jurisdiction or any other administrative process, or by any applicable State or Federal law or regulation.

Negotiations between the City and CAMP shall commence within 14 days upon notice from either party that any action referenced in the previous paragraph has occurred. The City and CAMP shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over active healthcare benefits upon request of either party.

Negotiations between the City and CAMP shall commence within 14 days upon notice from either party that any action referenced in the previous paragraph has occurred. The City and CAMP shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

**2013 CAMP NEGOTIATIONS  
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*\* This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.*

**UNION PROPOSAL #7 – EXECUTIVE LEAVE**

City Counterproposal:

Employees will receive forty (40) hours of executive leave per payroll calendar year with supervisor approval. Forty (40) additional hours may be available, upon Departmental Director approval, for recognition of outstanding performance as part of the Management Performance Program. Executive Leave that is not used by the end of the payroll calendar year does not accrue or carry over to the following year.

When an employee is hired into a position eligible for executive leave, the leave may be prorated during the first year dependant upon the hire date. Please refer to CPM Section 4.2.4 for the complete policy.

*\* This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**CITY PROPOSAL # 6 – SICK LEAVE PAYOUT**

City Proposed Language:

**SICK LEAVE PAYOUT**

For employees hired on or before September 29, 2012, sick leave payout shall be given to full-time benefitted employees who are members of the Federated Retirement System and who retire with at least fifteen (15) years of service. Employees are eligible to receive, upon retirement, payout for a portion of their unused earned sick leave at the rate of:

**Accrued Sick Leave Hours**

0-399 Hours  
400-799 Hours  
800-1,200 Hours

**Sick Leave Payout**

50% of final hourly rate  
60% of final hourly rate  
75% of final hourly rate

Effective June 22, 2013, for purposes of sick leave payout, an employee's sick leave balance and hourly rate shall be frozen. This means that an employee will receive no more in sick leave payout after having met the requirements contained herein than they would have been entitled to on June 22, 2013. Any sick leave usage after June 22, 2013, will come from the sick leave balance accrued after June 22, 2013. An employee will continue to accrue sick leave after June 22, 2013, but it may not be used for sick leave payout purposes.

For example, if an employee's hourly rate is \$40 and their sick leave balance is 1000 hours on June 22, 2013, if they meet eligibility requirements, they shall receive a payout of their sick leave balance at the time of retirement using the formula above, but no more than 1000 hours and at an hourly rate of no more than \$40. This will occur even if the employee has subsequently earned more than 1000 hours in sick leave or received a pay increase so that their hourly rate is higher than \$40. In this example, if the employee does not have available sick leave to use that was accrued after June 22, 2013, and uses sick leave and reduces their sick leave balance on June 22, 2013, to 800 hours, they will only be entitled to a sick leave payout of 800 hours, regardless of any sick leave accrued after June 22, 2013. This means that sick leave payout hours are reduced by usage, they are not able to be reestablished in the sick leave balance subject to payout.

If an employee's sick leave balance as of June 22, 2013, is greater than 1,200 hours the employee may also be eligible for a payout of 75% of the value of sick leave in excess of 1,200 hours earned prior to June 23, 2013, but unused during the two (2) years prior to retirement. In order to receive a payout of hours greater than 1,200, the sick leave hours must be earned prior to June 23, 2013, and unused in the prior two (2) years to retirement. All sick leave hours will be paid out at the employee's

## **2013 CITY OF SAN JOSE – CAMP NEGOTIATIONS**

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hourly rate as of June 22, 2013. No employee will be eligible for a sick leave payout over 1,200 hours after June 22, 2015.

For example, if an eligible employee retires on June 22, 2014 (one year after the sick leave payout was frozen), they would receive a payout of 75% of the sick leave earned but unused from June 22, 2012, to June 22, 2013. The employee would only receive one year of payment because during the second year period prior to retirement (June 23, 2013 – June 22, 2014) the employee would not have earned any sick leave eligible for payout.

Any employee hired on or after September 30, 2012, shall not be eligible for any sick leave payout.